


**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<b>1. Name of conveying party(ies):</b> (List using letters or numbers for multiple parties)  Charles L. Jones, III  <b>Additional name(s) of conveying party(ies) attached?</b>  ( ) Yes (X) No	<b>2. Name and address of receiving party(ies):</b>  <b>Name:</b> RTH CORPORATION, INC. <b>Internal Address:</b> <b>Street Address:</b> 462 Herndon Parkway, Suite 208 <b>City:</b> Herndon <b>State:</b> VA <b>ZIP:</b> 20170  <b>Additional name(s) of receiving party(ies) attached?</b>  ( ) Yes (X) No
<b>3. Nature of conveyance:</b> (X) Assignment ( ) Security Agreement ( ) Merger ( ) Change of Name ( ) Other:  <b>Execution Date:</b> (List as in section 1 if multiple signatures)  August 12, 1998	<b>4. US or PCT Application number(s) or US Patent number(s):</b>  (X) Patent Application No.: 09/942,983 Filing Date: August 30, 2001  <b>Additional numbers attached?</b>  ( ) Yes (X) No
<b>5. Party to whom correspondence concerning document should be mailed:</b>  <b>Customer No.</b> 20,995 <b>Address:</b> Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14 <sup>th</sup> Floor Irvine, CA 92614 <b>Return Fax:</b> (949) 760-9502 <b>Attorney's Docket No.:</b> EXP.046A	<b>6. Total number of applications and patents involved:</b> 1
<b>7. Total fee (37 CFR 1.21(h)):</b> \$40  (X) Authorized to be charged to deposit account	<b>8. Deposit account number:</b> 11-1410  Please charge this account for any additional fees which may be required, or credit any overpayment to this account.
<b>9. Statement and signature.</b>  To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.  <div style="display: flex; justify-content: space-between;"><div><b>Ted M. Cannon</b> Name of Person Signing  55,036 Registration No.</div><div style="text-align: center;"> Signature</div><div style="text-align: center;"><u>3/6/2009</u> Date</div></div> <div style="text-align: center;">Total number of pages including cover sheet, attachments and document: 8</div>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**

Director, U.S. Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

**Facsimile Number: (571) 273-0140** ✓

## EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT between CHARLES L. JONES, III, residing at 4 Anchorage Lane, Marblehead, MA 01945 ("you" or "JONES"), and RTH CORPORATION, INC., a Delaware corporation with offices at 462 Herndon Parkway, Suite 208, Herndon, VA 20170 ("RTH" or "Company") is entered into as of August 12, 1998 and sets forth the terms and conditions of your continued employment by RTH to act as Chairman, Secretary and Co-Chief Financial Officer for RTH.

### 1. Scope.

You will act as Chairman, Secretary, and Co-Chief Financial Officer of RTH, and in such capacity will report directly to the Board of Directors. You will be responsible for [the management and direction of the Company, including: (i) providing overall direction to the Company and formulating strategies for developing and commercializing business intelligence systems and services that automate and optimize the target marketing process; (ii) overseeing the day-to-day operations of the Company; and (iii) representing the interests of RTH in accordance with the company's strategies.] You agree to devote your full time, abilities and energy to the faithful performance of your duties under these responsibilities, to promote and forward the business affairs of the Company, and not to divert business opportunities from the Company to yourself or to any other person or business entity.

### 2. Term of Employment.

The term of this Employment Agreement is two (2) years, commencing on August 12, 1998 and ending on August 11, 2000. The term of this Agreement shall be automatically extended by one year beginning on August 12, 1999, and each annual anniversary thereafter, if on such date you continue to be employed in good standing.

### 3. Compensation.

Your compensation will consist of the following:

- Annual cash compensation as established by the Board of Directors, reflective of your performance and market conditions for executives of similar responsibilities, experience and performance.
- All other benefits of employment provided to the other RTH executives, including but not limited to health insurance benefits for

you and your family, three (3) weeks paid vacation, and eligibility to participate in any management incentive stock option plans that RTH provides to RTH executives.

- Reimbursement of reasonable business expenses.

#### 4. Confidential Information.

(a) In the course of your employment, RTH will disclose to you "Proprietary Information." Proprietary Information is defined as information regarding RTH's current and planned business activities, including (i) information which relates to RTH's actual or anticipated products, software, research inventions, processes, techniques, designs or other technical data, (ii) information regarding administrative, financial or marketing activities of RTH, (iii) information received from RTH clients and other third parties, and (iv) any materials or documents containing any of the above information. Proprietary Information does not include information which is or becomes publicly available without a breach of this Agreement by you.

(b) Both during and after the term of this Agreement, you agree to preserve and protect the confidentiality of Proprietary Information. In addition, you will not use Proprietary Information for your own benefit or for the benefit of any third party.

(c) Upon termination of your employment with RTH, you agree to deliver to RTH all documents and other tangibles including diskettes and other storage media containing Proprietary Information.

#### 5. Ownership of Work.

(a) During the time you are employed by RTH, RTH shall own all rights, including all trade secrets and copyrights, in and to the following works created by you whether created on RTH premises or at some other location: (i) works which relate to or are derived from the actual or anticipated business of RTH and (ii) works which result from or are derived from any task assigned to you or work performed by you for RTH (collectively, the "Works"). RTH shall own such Works even if created outside normal working hours and regardless of whether your own equipment or RTH equipment was used to create the Works. Such Works shall include program codes and documentation. To the extent that any such Works do not qualify as works made for hire under U.S. copyright law, this Agreement will constitute an irrevocable assignment by you to RTH of the ownership of, and all rights of copyright in, such Works. You agree to give RTH or its designees all assistance reasonably required to perfect such rights.

CEC W&E

(b) If you individually or jointly make or conceive of any invention, technique, process, or other know-how, whether patentable or not, in the course of performing services for RTH, which relates in any manner to the actual or anticipated business of RTH or results from any task assigned to you or work performed by you for RTH (collectively, "Inventions"), you will and hereby do assign to RTH your entire right, title and interest in such Inventions. You will disclose any such Inventions to an officer of RTH and will, upon request, promptly sign a specific assignment of title to RTH, and do anything else reasonably necessary to enable RTH to secure patents, trade secret or any other proprietary rights in the United States or foreign countries. Any Inventions you have made or conceived before your employment with RTH are listed and described on Schedule A attached hereto. These items are excluded from this Agreement.

(c) You understand that you may continue to work on, and retain rights to, projects of your own interest outside of RTH which do not in any way compete or conflict with the current or planned business of RTH provided that (i) they do not fall under the paragraphs titled "Ownership of Works" or "Inventions" above; and (ii) they do not interfere in any way with your time at work or duties for RTH. You understand that you are not permitted to engage in any outside business activities while employed by RTH which compete with or conflict with the current or planned business of RTH.

#### 6. Termination.

(a) You may terminate your employment with RTH hereunder for any reason at any time prior to the expiration of the term of this Agreement by giving 60 days written notice to the Company.

(b) The Company may terminate your employment "with cause" effective immediately upon delivery of written notice to you if (i) you are convicted of a felony, (ii) you are convicted of any other crime involving your lack of honesty or moral turpitude, or (iii) you are unable to fully perform your responsibilities to the Company due to drug or alcohol abuse.

(c) Upon such termination, in Sections 6(a) or 6(b), you will be entitled to receive payment of your salary through the last day that you are employed by RTH, plus payment on all unused, paid time to the extent required by law.

#### 7. Equitable Relief.

You acknowledge and agree that any breach by you of the promises set forth in Sections 4 and 5 herein would cause irreparable harm and significant injury which dollar amount would be difficult to ascertain and which, in fact, would not be compensable by money damages alone. Accordingly, you agree that RTH shall have the right to enforce this

Agreement and any of such provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that RTH may have for breach of this Agreement. You hereby consent to the personal jurisdiction of the U.S. federal courts in the Commonwealth of Virginia over you in connection with all disputes regarding this Agreement and agree that all disputes regarding this Agreement shall be exclusively settled in those courts.

**8. Governing Law and Severability.**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. If any provision of this Agreement is for any reason found by a court of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible, and the remainder of this Agreement shall continue in full force and effect.

**9. Notices.**

Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or three days after being sent by certified or registered mail or Federal Express.

**10. Entire Agreement and Modification.**

This Agreement contains the entire agreement between RTH and yourself concerning the subject matter hereof and supersedes all prior agreements and understandings. This Agreement may be modified only by a writing signed by the parties hereto. If the terms of this offer of employment are acceptable to you, please sign and return the enclosed copy of this letter, confirming your agreement with the foregoing.

Charles L. Jones, III



RTH Corporation, Inc.

By: 

Name: W. F. Engle

Title: President CEO

**SCHEDULE A  
PRIOR INVENTIONS**

Prior Inventions to be excluded from this Agreement are listed and briefly described below:

*None / c-5*

EXP.046A

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant	: Galperin, et al.
App. No	: 09/942,983
Filed	: August 30, 2001
For	: METHOD AND APPARATUS FOR DETERMINING A PREPAYMENT SCORE FOR AN INDIVIDUAL APPLICANT
Examiner	: Siegfried E. Chencinski
Art Unit	: 3692
Conf #	: 7664

**DECLARATION OF VLADIMIR FISHMAN UNDER 37 C.F.R. § 1.132**

I, Vladimir Fishman, a named joint inventor of the above-captioned application declare and state, based on personal knowledge or upon information and belief, as follows:

1. I am a joint inventor of the claimed subject matter in the above-captioned patent application.

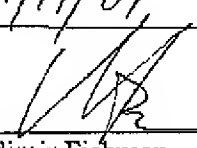
2. I understand that Marketswitch Corporation, the recorded assignee of the present application, is the successor of RTH Corporation, Inc. I understand that RTH Corporation, Inc. changed its name to Marketswitch Corporation on September 24, 1998.

3. I and the other joint inventors, Yuri Galperin, William Eginton, and Charles L. Jones III, jointly conceived the claimed subject matter. At the time that we jointly conceived the claimed subject matter, we were employed by RTH Corporation, Inc. We jointly conceived the claimed subject matter in the course of performing services for RTH. We performed the services during which we jointly conceived the claimed subject matter as a result of tasks assigned to us and work performed by us for RTH. Accordingly, I understood that we were obligated, as part of our employment at RTH, to assign the claimed subject matter to RTH.

4. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United

**Application No.:** 09/942,983  
**Filing Date:** August 30, 2001

States Code and that such willful statements may jeopardize the validity of the application or any patent issued thereon.

Dated: 01/19/09  
Signed:   
Vladimir Fishman

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